LANDLORD'S CONSENT TO SUBLEASE

This Landlord's Consent to Sublease (this "Consent") is made as of _____, 20____ (the "Effective Date").

Landlord: _____, mailing address _____.

Tenant (the tenant under the Lease and sublandlord under the Sublease): _____, mailing address _____.

Subtenant: _____, mailing address _____.

1. BACKGROUND

The Landlord and the Tenant are parties to a [ ] residential [ ] commercial lease dated _____, as amended (the "Lease"), for the premises at _____ (the "Premises"). The Tenant intends to sublet [ ] all of the Premises [ ] the following part of the Premises: _____ (the "Subleased Premises") to the Subtenant for a term beginning on _____ and ending on _____, under a sublease between the Tenant and the Subtenant (the "Sublease").

2. CONSENT

Subject to the conditions in this Consent, the Landlord consents to the Sublease. This Consent applies only to the Sublease of the Subleased Premises to the Subtenant for the term stated above, and not to any extension, renewal, change, other sublease, assignment or occupancy. Check one: [ ] The Landlord has reviewed a copy of the Sublease, attached as Exhibit A. [ ] The Tenant will deliver a complete signed copy of the Sublease to the Landlord before the Subtenant takes possession. If the Sublease conflicts with the Lease or this Consent, the Lease and this Consent control as to the Landlord.

3. CONDITIONS OF CONSENT

The Tenant remains fully and primarily liable for all rent and every other obligation under the Lease, and a breach of the Lease by the Subtenant is a breach by the Tenant. The Sublease is subject and subordinate to the Lease. The Subtenant will comply with every term of the Lease that applies to the Subleased Premises, other than the Tenant's duty to pay rent to the Landlord, and will use the Subleased Premises only as the Lease permits, for: _____. The Subtenant may not assign the Sublease, sublet, or let anyone else occupy the Subleased Premises without the prior written consent of the Landlord and the Tenant, and the Tenant may not extend, renew or materially change the Sublease without the Landlord's prior written consent.

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4. RENT

The rent under the Sublease does not change the rent or any other amount the Tenant owes the Landlord under the Lease. Check one: [ ] The Subtenant pays rent to the Tenant, and the Tenant keeps paying all rent under the Lease to the Landlord. [ ] The Landlord will accept rent from the Subtenant on the Tenant's behalf and credit it to the Tenant's account; this creates no tenancy between the Landlord and the Subtenant and does not release the Tenant. Commercial leases only, if the Sublease rent exceeds the Lease rent for the Subleased Premises: [ ] the Tenant keeps the difference [ ] the Tenant pays the Landlord _____% of the difference after recovering its reasonable subletting costs. The Landlord has no duty to the Subtenant for any security deposit or prepaid rent paid to the Tenant.

5. DEFAULTS, END OF THE LEASE AND INSURANCE

[ ] The Landlord will send the Subtenant a copy of any written notice of default it sends the Tenant, and the Subtenant may cure within the time the Lease gives the Tenant. If the Lease ends before the Sublease term ends, the Sublease ends on the same date. [ ] The Landlord may, by written notice given no later than the date the Lease ends, require the Subtenant to remain as the Landlord's direct tenant on the terms of the Sublease.

Insurance required of the Subtenant: _____, naming the Landlord and the Tenant as additional insureds where the policy allows.

6. CONSENT FEE

[ ] No fee. [ ] The [ ] Tenant [ ] Subtenant will pay the Landlord a consent fee of $_____ no later than _____.

7. WHAT THIS CONSENT DOES NOT DO

This Consent does not waive the Landlord's right to require its consent to any later sublease, assignment or transfer, does not amend the Lease, does not waive any default by the Tenant, and creates no obligation of the Landlord to the Subtenant except as stated here. The Subtenant confirms that it has received or will receive a copy of the Lease, agrees to the conditions of this Consent that apply to it, and understands that its right to occupy depends on the Lease staying in effect.

8. GENERAL TERMS

The laws of the State of _____ govern this Consent. This Consent is the complete agreement of the parties about the Landlord's consent to the Sublease, can be changed only in a writing signed by all parties, and binds their successors. If a court finds any part unenforceable, the rest stays in effect. This Consent may be signed in counterparts and electronically.

Additional terms: _____

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SIGNATURES

Landlord

Signature: _____ Date: _____

Printed Name: _____

Tenant

Signature: _____ Date: _____

Printed Name: _____

Subtenant

Signature: _____ Date: _____

Printed Name: _____

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